



CITY MANAGER'S OFFICE
CITY OF NEWARK

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March 23, 2021

CONTRACT NO. 21-04

CULVERT REPLACEMENT – CURTIS LANE

ADDENDUM #2

PROJECT INFORMATION

- | | |
|-----------------------------|------------------------------------|
| A. Project Name: | Culvert Replacement – Curtis Lane |
| B. Owner: | City of Newark |
| C. Contract Number: | 21-04 |
| D. Date of Addendum: | March 23, 2021 |
| E. Pre-Bid Meeting Date: | March 12, 2021 |
| F. Questions Deadline: | 5:00 p.m., Monday, March 15, 2021 |
| G. Bid Submission Deadline: | 3:00 p.m., Tuesday, March 30, 2021 |

NOTICE TO BIDDERS

- A. The Bidder shall acknowledge receipt of this Addendum with their submitted proposal.
- B. The date for receipt of bids is unchanged by this Addendum.
- C. The question deadline has passed. Further questions will not be answered before the bids are due.

MODIFICATIONS TO THE CONTRACT SPECIFICATIONS

- A. Paragraph E has been added to Scope Of Work Section 15 – PROTECTION OF PUBLIC PROPERTY. Included with this Addendum are revised pages 19-21. Any additions to the specifications are shown in blue text. Pages 20 and 21 are provided due to revised spacing resulting from the addition of Paragraph 15.E.

ATTACHMENT #1: REVISED SCOPE OF WORK SECTION 15.E.

- C. Any omission or failure on the part of the City of Newark or its inspectors to disapprove or reject any defective work or materials shall not be construed to be acceptance of any defective work or material.
- D. Contractor and City Inspector must agree on additional work required outside of the contract documents. A daily time and material log for all additional work shall be supplied by the contractor and signed by the City Inspector.

15. PROTECTION TO PUBLIC AND PROPERTY

- A. The contractor shall insure protective measures to the general public and to occupants of property along and adjacent to the work area. Construction equipment and construction personnel vehicles shall not park on Curtis Lane unless they are actively being used on site. The City will reserve parking offsite for contractors.
- B. The contractor is responsible for any and all damage or injury of any kind which directly or indirectly may be done to any property or sustained by any persons during the execution of the work.
- D. If any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, the contractor shall restore at his own expense such property to a condition similar or equal to that existing before such damage or injury was done by repairing, rebuilding or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.
- E. The Contractor shall retain the services of a Structural Professional Engineer licensed in the State of Delaware capable of providing residential foundation assessment. The Structural Engineer shall inspect the foundation of the private residences at 284 and 286 Curtis Lane, prior to mobilization of heavy equipment and delivery of materials on site. The Structural Engineer shall photo-document the existing conditions of the foundations and provide an inspection report to the City, prior to commencement of work. The Structural Engineer shall re-inspect the foundations upon completion of the work and provide a final assessment report with photo documentation to ensure no damages were incurred during construction. The Contractor shall rebuild, repair, restore, and make good all losses, injuries, or damage to any portion of the Work under the control of the Contractor and/or due to his/her fault or inactivity, at no cost to the City. Items not under control of the Contractor shall be defined for purposes of this section as Acts of God such as earthquakes, tornadoes, or hurricanes, etc. Payment for the structural engineering assessment shall be incidental to Bid Item #2 - Reinforced Concrete Pipe, 48", Class V.

16. SAFETY PRECAUTIONS

- A. The Contractor shall execute work under this contract with the utmost concern for the safety of the general public. All areas worked upon and subject to travel by the public shall be identified with the proper warning indicators and signs during the working period. Upon completion of the contract or when such areas are reopened to public travel, they shall be rendered in a safe condition using either temporary or permanent repair materials as the case may be. No private driveway shall be blocked or closed without the property owner being notified and obtaining their agreement.
- B. Streets, roads and driveways used by the contractor for access to and from the work site shall be protected from damage in excess of that caused by the normal traffic of vehicles used for or in connection with construction work. Any such damage done shall be repaired immediately and left in good condition at the end of the construction period and shall be repaired at the contractor's expense.

17. RIGHT-OF-WAY

All operations shall be confined to the assigned work area. The City will provide no right-of-way over other properties. The contractor shall take every precaution to minimize the inconvenience to the owners or tenants of adjacent property. Public roads shall not be obstructed in such a way as to cut off traffic. The contractor shall, at his own expense, repair any damage or injury to either public or private property during the progress of the work.

18. TRAFFIC CONTROL AND ROAD SIGNS

- A. The contractor shall be responsible for traffic control for the duration of the project, as needed, and shall coordinate traffic control plans and obtain necessary permits from the Owner for work on city-owned roads. The contractor shall be responsible for removal and re-installation of all signs in the work area. Signs necessary for the safe movement of traffic shall be maintained in operation during construction. Any other signs shall be properly stored by the Contractor, who shall be responsible for them. All signage shall comply with the current Manual on Uniform Traffic Control Devices (MUTCD).
- B. The Contractor shall provide notice to the City seven (7) calendar days in advance of any planned road or entrance closure. All closures shall be at the discretion of the City.

19. JOB SITE MAINTENANCE, RESTORATION AND CLEANUP

The contractor is responsible to restore all disturbed areas to original or better condition and remove all debris, residuals, trash, and excess materials from the site. The contractor is

required to keep the work area clean during construction and remove trash as it accumulates. Roads shall be kept clean and free of mud, debris, and dirt. At the direction of the City Inspector, the contractor is responsible for the cost of street sweeping and maintenance required for upkeep of clean road surfaces.

20. DRAWINGS

Project Drawings are included as Attachment 1.

21. BID ITEMS

Bidders must provide prices on the Proposal form for all bid items. The Owner reserves the right to delete from the Contract one or more items listed and the right to add or subtract from the quantity of each item. The total price to be paid will be adjusted in accordance with the Contractor's unit prices as required above. There will be no extra compensation or increase in unit prices in the Proposal if such additions and/or deletions are made to quantities.

22. BASIS OF PAYMENT

Payment for these items shall be included in the unit prices for each item as described in the Proposal. All other items, methods, and materials necessary to complete the work described in each pay item shall be incidental to the bid item the work is being completed under.

23. METHOD OF MEASUREMENT AND INCIDENTALS DETERMINATION

The measurement of payment shall be for the installation or removal of the materials listed in the Proposal in accordance with the units indicated and accepted by Owner. All work required to complete the work outlined in the proposal shall be incidental to the unit cost provided for the item the work is being conducted under.

24. AVAILABLE BACKGROUND INFORMATION

Reports, maps, site diagrams, photographs, and other documents provided in the Appendix form a part of this Bid Specification to the extent referenced and provide detailed information about the Project Location, and existing conditions of the site(s). The documentation is provided for informational purposes only and for the sole use of the Contractor. The City makes no claims as to the correctness or accuracy of the data provided therein. The Contractor shall review and determine for themselves the correctness and accuracy of the information before incorporating and relying on the prior work as part of their work product to the City.